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5 UNITED STATES DISTRICT COURT
6 EASTERN DISTRICT OF WASHINGTON

7 AMERICAN COMMERCE
8 INSURANCE COMPANY, an insurance
company,

9 Plaintiff,

10 v.

11 ECHO GLEN SUBDIVISION
12 HOMEOWNER'S ASSOCIATION, a
Washington State non-profit corporation,
13 and ROSS HILL and LINDSEY
CLAIRMONT, husband and wife,

14 Defendants.

NO: 2:17-CV-0111-TOR

ORDER GRANTING PLAINTIFF'S
MOTION FOR SUMMARY
JUDGMENT

15 BEFORE THE COURT is Plaintiff's Motion for Summary Judgment for
16 Declaratory Relief (ECF No. 7). The matter was submitted for consideration
17 without oral argument. The Court has reviewed the motion and the file therein and
18 is fully informed.

19 On March 24, 2017, Plaintiff American Commerce filed this action for
20 declaratory relief. ECF No. 1. This Court has diversity jurisdiction. 28 U.S.C. §

1 1332(a). This action concerns insurance coverage for a number of claims arising
2 out of alleged injuries and a dispute between the Echo Glen Homeowner's
3 Association ("HOA") and Ross Hill and Lindsey Clairmont (the "Hills") from
4 September 2016 to the present. *Id.* at 2. In summary, the Echo Glen HOA allege
5 the Hills are in violation of their subdivision's Covenants, Conditions and
6 Restrictions ("CC&Rs") by erecting a building on their property that was not
7 compliant with the CC&Rs. *Id.* at 3-5.

8 American Commerce filed the instant motion for summary judgment
9 contending that the Hills' homeowner's insurance policy does not provide
10 coverage for the conduct and injuries alleged in the underlying suit between the
11 HOA and the Hills. ECF No. 7.

12 Defendants have not responded to Plaintiff's motion. Local Rule 7.1(d)
13 provides that the failure to file an opposition to a motion may be deemed consent
14 to the entry of an Order adverse to that party. Here, despite evidence that
15 Defendants were served properly with the motion, no opposition has been filed.
16 Counsel for the Defendants have informally communicated to the Court that they
17 do not oppose the Plaintiff's motion.

18 In any event, the Court has reviewed the entire file and concludes American
19 Commerce is entitled to summary judgment declaring that the insurance policy
20

1 does not provide coverage to the Hills for the underlying litigation, there is no duty
2 to defend the Hills and there is no duty to indemnify.

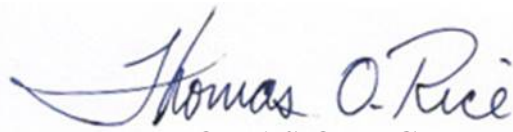
3 **ACCORDINGLY, IT IS HEREBY ORDERED:**

- 4 1. Plaintiff's Motion for Summary Judgment for Declaratory Relief (ECF No.
5 7) is **GRANTED**.
- 6 2. The Policy of Insurance issued by American Commerce does not provide
7 coverage to the Hills in the underlying litigation; American Commerce does
8 not have a duty to defend the Hills in the underlying litigation because there
9 is no insurance coverage; and American Commerce does not have a duty to
10 indemnify the Hills in the underlying litigation because there is no insurance
11 coverage.

12 The District Court Executive is hereby directed to enter this Order and
13 Judgment accordingly, furnish copies to counsel, and **CLOSE** the file.

14 **DATED** June 14, 2017.




THOMAS O. RICE
Chief United States District Judge